

AND the Trustor does hereby covenant and agree:

1. To perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants contained and set forth on said Promissory Note and this Deed of Trust.

2. To permit, commit or suffer no waste and to maintain the improvements at all times in a state of good repair and condition; to comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental or other authority relating to the Mortgaged Property; and to do or permit to be done to said premises nothing that will alter or change the use and character of said property or in any way impair or weaken the security of this Deed of Trust. And in case of the refusal, neglect or inability of the Trustor to repair and maintain said property, the Beneficiary may, at its option, make such repairs or cause the same to be made, and advance monies in that behalf.

3. That no building or other property now or hereafter covered by the lien of this Deed of Trust shall be removed, demolished or materially altered, without the prior written consent of Beneficiary.

4. That Trustor will promptly pay and discharge any and all license fees or similar charges, together with any penalties and interest thereon, which may be imposed by the jurisdiction in which the Premises are situated for the use of vaults, chutes, areas and other space beyond the lot line and under or abutting the public sidewalks in front of or adjoining the Premises; that Trustor will promptly cure any violation of law and comply with any order of said jurisdiction in respect of the repair, replacement or condition of the sidewalks or curbs in front of or adjoining the Premises; that, if Mortgagor shall default in making such payment and obtaining such discharge or in curing any such violation, Beneficiary may make such payment, together with penalties and interest thereon, and obtain such discharge, and cure any such violation, and the amount of such payment and the expenses incurred by Beneficiary in obtaining such discharge and curing any such violation shall thereupon be secured by this Deed of Trust and become a lien on the Mortgaged Property; and that Trustor will repay the amount of such payment and such expenses to Beneficiary, together with interest thereon at the delinquent note rate, within fifteen (15) days after demand for said payment is made by Beneficiary to Trustor.

5. The Trustor, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Premises or any portion thereof, will notify the Beneficiary of the pendency of such proceedings. The Beneficiary may participate in any such proceedings, and the Trustor from time to time will deliver to the Beneficiary all instruments requested by it to permit such participation.

6. That, notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the Mortgaged Property by any public or quasi-public authority or corporation, Trustor shall continue to pay interest as provided in the Deed of Trust Note until any such award or payment shall have been actually received by Beneficiary and any reduction in the principal sum resulting from the application by Beneficiary of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such receipt; that said award or payment may be applied, in such proportions and priority as Beneficiary's sole discretion may elect, to the payment of principal, whether or not then due and payable, or any sums secured by this Deed of Trust and/or to payment to Trustor, on such terms as Beneficiary may specify, to be used for the sole purpose of altering, restoring or rebuilding any part of the Mortgaged Property which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the Mortgaged Property; and that, if prior to the receipt by Beneficiary of such award or payment the Mortgaged Property shall have been sold on foreclosure of this Deed of Trust, Beneficiary shall have the right to receive said award or payment to the extent of the Mortgage debt remaining unsatisfied after such sale of the Mortgaged Property, with legal interest thereon, whether or not a deficiency judgment on this Deed of Trust shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by Beneficiary in connection with the collection of such award or payment.

7. The Trustor shall furnish to the Beneficiary, within thirty (30) days after a request by the Beneficiary to do so, a written statement containing the names of all lessees of the Premises, the terms of their respective leases, the spaces occupied and the rentals paid.

8. The Trustor hereby assigns to Beneficiary the rents, issues and profits of the Mortgaged Property as further security for the payment of the indebtedness secured hereby and Trustor grants to Beneficiary the right to enter the Mortgaged Property for the purpose of collecting the same and to let the Mortgaged Property, or any part thereof, and to apply said rents, issues and profits, after payment of all necessary charges and expenses, on account of said indebtedness; that this assignment and grant shall continue in effect until the indebtedness secured by this Deed of Trust is paid, but Beneficiary hereby waives the right to enter the Mortgaged Property for the purpose of collecting said rents, issues and profits, and Trustor shall be entitled to collect and receive said rents, issues and profits, until the occurrence of a default by Trustor under the terms and provisions hereof; that Trustor agrees to use said rents, issues and profits in payment of principal and/or interest payable pursuant to the Note, and in payment of all taxes, assessments, water rates, sewer rents and other charges on or against the Mortgaged Property; that such right of Trustor to collect and receive said rents, issues and profits may be revoked by Beneficiary upon any default by Trustor under the terms and provisions of this Deed of Trust by giving not less than five (5) days written notice of such revocation to Trustor; that Trustor shall not have the right or power, as against the holder of this Deed of Trust without its consent, to cancel, abridge or otherwise modify tenancies or leases of the Mortgaged Property, or any part thereof, in existence on the date of this Deed of Trust, or to accept pre-payments of installments of rent to become due thereunder for a period of more than one month in advance; that, in respect of any such lease which now or at any time is covered by such restriction, Trustor will (a) fulfill or perform each and every term, covenant and provision of any such lease to be fulfilled or performed by the lessor thereunder; (b) give prompt notice to Beneficiary of any notice received by Trustor of default by the lessor thereunder, together with a complete copy of any such notice, and (c) enforce, short of termination thereof, the performance or observance of each and every term, covenant and provision of any such lease by the lessee thereunder to be performed or observed; and that, in the event of any default under this Deed of Trust, Trustor will pay monthly in advance to Beneficiary, or to any receiver appointed to collect said rents, issues and profits, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Property as may be in possession of Trustor, and upon default in any such payment, will vacate and surrender possession of such part of the Mortgaged Property to Beneficiary or to such receiver and, in default thereof, Trustor may be evicted by summary proceedings or otherwise. To the extent permitted by the law of the state where the Mortgaged Property is located, the Beneficiary has the right to appoint a Receiver to manage the Property and collect the rents following a default, and that such Receiver, at the option of the Beneficiary, may remain in possession of the Property for the remaining term of the obligation or until it is discharged in full.

9. The Trustor will, at the cost of the Trustor, and without expense to the Beneficiary, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers and assurances as the Beneficiary shall from time to time require, for the better assuring, conveying, assigning, transferring and confirming unto the Beneficiary the property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which the Trustor may be or may hereafter become bound to convey or assign to the Beneficiary, or for carrying out the intention or facilitating the performance of the terms of this Deed of Trust and/or the Loan Agreement, or for filing, registering or recording this Deed of Trust and/or the Loan Agreement and, on demand, will execute and deliver, and hereby authorizes the Beneficiary to execute in the name of the Trustor to the extent it may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien hereof upon the mixed or personal property.